

General Terms and Conditions of Purchase of Progroup AG

1. Scope of Application

1.1 These Standard Terms of Purchase shall become an integral part of the contracts for delivery and services between the supplier (hereinafter referred to as the "Contractor") and Progroup AG and/or the affiliates of Progroup AG in the sense of Sec. 15 et seq. of the German Stock Corporation Act (AktG) (hereinafter referred to as the "Principal"). After acceptance of the application of these Standard Terms of Purchase by the Contractor, they shall also apply to future contracts with it. Unless otherwise agreed, these Standard Terms of Purchase shall apply in the version in force at the time of conclusion of the contract.

1.2 Standard terms and conditions of the Contractor shall only apply if the Principal provides an express, written declaration of agreement with them. A mere reference to a document of the Contractor containing or referring to its standard terms and conditions shall not constitute a corresponding declaration of agreement. Standard terms and conditions of the Contractor shall not apply either where the Principal unreservedly accepts performance by the Contractor.

2. Enquiries, Offers and Orders

2.1 These Standard Terms of Purchase also apply to all enquiries, offers and orders.

2.2 The Contractor shall adhere to the Principal's enquiry in its offer and shall explicitly point out any divergences in the offer from the enquiry made.

2.3 The Principal shall be bound by its orders for one week after the order date unless the order expressly states a divergent binding period.

3. Deadlines and Cooperation

3.1 Agreed deadlines for deliveries and services shall be observed by the Contractor. Early deliveries and services as well as partial deliveries and partial services are subject to the prior written consent of the Principal. If the Contractor realizes that it cannot perform in due time, it shall notify the Principal promptly in writing while stating the reasons for and the expected duration of the delay. Unreserved acceptance of a delayed delivery or delayed services or of partial delivery or partial services by the Principal shall not constitute a waiver of rights based on the delay.

3.2 The Contractor shall issue a written timely request for any cooperation required from the Principal.

3.3 Failure to comply with agreed deadlines means that the Contractor is in default without a further formal warning notice being required. If the Contractor is in default, the Principal's rights shall be determined by the statutory provisions.

4. Delivery, Passing of Risk, Contractual Penalty

4.1 Unless otherwise agreed, the delivery of goods shall take place "DDP destination (Incoterms 2020)". Consequently, the passing of risk shall take place upon delivery. Where assembly or services are agreed in addition to delivery, the passing of risk shall take place after proper execution and handing over of the assembly and/or services. Where formal acceptance is provided for by law or by contractual agreement, the passing of risk shall take place upon explicit formal acceptance by the Principal; the payment of invoices does not constitute formal acceptance.

4.2 The Contractor shall package goods to be dispatched so that transport damage is avoided. The payment of amounts invoiced does not replace formal acceptance.

4.3 If the Contractor is in default on a delivery or performance, the Principal shall be entitled to claim a contractual penalty amounting to 0.5% of the total net value of the contract, in total however a maximum of 5% of the total net value of the contract, for each week of the delay. Further claims, especially claims for damages, shall remain unaffected. The contractual penalty shall be deducted from the default losses to be compensated by the Contractor. A contractual penalty imposed may be claimed by the Principal up to the due date of the final payment without a caveat pursuant to Sec. 341(3) of the German Civil Code (BGB) being necessary.

4.4 If a delivery is made earlier than agreed, the Principal may return the goods at the Contractor's expense. Where goods are not returned after early delivery, the goods shall be stored by the Principal until the delivery date at the expense and risk of the Contractor.

5. Quality of Performance, CE Marking, REACH Regulation, Reservation of Title

5.1 The Contractor owes defect-free deliveries and performance, in particular compliance with the agreed product and performance specifications as well as the existence of contractually warranted qualities and features. The Contractor also warrants that the deliveries and performance shall be in accordance with the state of the art and - insofar as relevant - with generally acknowledged standards of technical safety, work medicine and

hygiene, shall be provided by qualified personnel and shall comply with all relevant legal provisions at the destination. Inspection by the Principal of plans, calculations and other documents owed by the Contractor shall not affect the Contractor's responsibility.

5.2 Where machinery, devices or facilities are the objects of delivery, such equipment has to meet the requirements of the specific safety provisions for machinery, devices and facilities that are in force at the time of performance of the contract. Insofar as necessary, the Contractor shall ensure that a proper CE mark is affixed to the machinery, devices and facilities delivered and, if necessary, to their component parts, and shall issue a corresponding declaration of conformity or incorporation. The Contractor shall also conduct a procedure for assessing the conformity for machinery delivered within the context of the construction, in accordance with Art. 12, Directive on Machinery 2006/42/EC, and for partly completed machinery a procedure according to Art. 13, Directive on Machinery 2006/42/EC, in each case including an assessment of risks. Remaining risks shall be stated in the operating instructions. If and insofar as the machinery, devices or facilities delivered constitute an integral part of an assembly of machinery in the sense of Art. 2(a), Directive on Machinery 2006/42/EC, as regards the facilities, the Contractor shall issue all relevant declarations required for CE certification of the assembly of machinery.

These provisions apply accordingly to any UKCA marking required, especially according to the Supply of Machinery (Safety) Regulations 2008 (UK) and the obligations arising from those or follow-up regulations.

5.3 When delivering machinery, devices and facilities the Contractor also owes the relevant technical documentation, in particular circuit diagrams, function plans and construction plans.

5.4 The Contractor agrees to ensure the supply of spare parts for the expected lifetime of the end products for which the goods are intended to be used. If the Contractor plans to discontinue the manufacturing of spare parts, it shall promptly notify the Principal accordingly and enable it to place a last order.

5.5 The Contractor undertakes to comply with all relevant statutory regulations and legal provisions in force, in particular with EU Regulation No. 1907/2006 and Regulation (EC) No. 1272/2008 on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), on the one hand, and, on the other hand, with the Regulation on the Classification, Labelling and Packaging of Substances and Mixtures (CLP Regulation). Within the context of this obligation the Contractor agrees to comply with any legal revisions for the entire duration of the contract and to make any resulting adjustments of its obligations towards the Principal.

In particular, the Contractor agrees to make available promptly to the Principal - insofar as required by law - the safety data sheet for the substance or mixture delivered (Art. 31, EU Regulation (EC) No. 1907/2006). The Contractor also agrees to pass on the description of use provided to it by the Principal (cf. Art. 37, Regulation (EC) No. 1907/2006) to the next actor up the supply chain, without undue delay.

The Contractor warrants that the substances delivered to the Principal do not contain SVHC (Substances of Very High Concern) in the sense of Art. 57 et seq. of the REACH Regulation in concentrations of >0.1%. Should one or several substances delivered/to be delivered turn out to exceed a concentration of >0.1%, the Contractor shall notify the Principal without undue delay.

The provisions in Clause 5.5 also apply to the corresponding provisions of the UK REACH Regulations as amended at any time, insofar as such Regulations apply to the goods to be delivered.

5.6 The transfer of ownership of the goods to the Principal shall take place unconditionally and irrespective of payment of the price. If, in an individual case, the Principal accepts an offer of the Contractor for the transfer of ownership on condition of payment of the purchase price, then the Contractor's reservation of title shall expire at the latest upon payment of the purchase price for the goods delivered. The Principal remains authorized to re-sell the goods during the regular business operations even before payment of the purchase price, subject to advance assignment of the resulting claim (alternatively assertion of the simple reservation of title extended to cover the resale). This means that all other forms of reservation of title are excluded, especially the expanded, the transferred and the extended reservation of title for further processing.

6. Notification of Defects and Rights Based on Defects

6.1 Insofar as the commercial obligation to examine and notify defects according to Sec. 377, German Commercial Code (HGB), applies, obvious defects shall have been notified in good time if they are notified to the Contractor within ten (10) days of delivery. Defects that become apparent later shall have been notified in good time if notification is provided to the Contractor within ten (10) days of their discovery.

6.2 If formal acceptance by the Principal is required by law or contractually agreed, the Principal may refuse to issue the declaration of formal acceptance and may retain a payment on account possibly tied to formal acceptance if performance has not been fully provided or

General Terms and Conditions of Purchase of Progroup AG

is defective. This also applies in case of an agreed date or a deadline set by the Contractor for the Principal for formal acceptance.

6.3 In case of defects, the Principal is entitled to require rectification or a replacement in accordance with the statutory provisions. Furthermore, if rectification or a replacement is not provided successfully within a reasonable period or, if it was not necessary to set a deadline, the Principal may rectify the defect at the Contractor's expense and risk or may cause it to be rectified by a third party and demand compensation for necessary expenses from the Contractor.

6.4 Claims based on defects shall become statute-barred within the period set out by law (Sec. 195, German Civil Code (BGB)), unless a longer statutory period applies. Upon receipt of a notification of defects by the Contractor, the limitation period of warranty claims shall be suspended until the Contractor rejects the claims made by the Principal or declares that the defect has been rectified or otherwise refuses to set forth the negotiations about our claims. In case of delivery of a replacement and rectification of defects, the warranty period for replaced and rectified parts shall commence anew.

6.5 The Contractor warrants that the delivery and/or performance and its use in accordance with the contract is not in breach of industrial and/or intellectual property rights held by third parties.

6.6 A waiver of warranty claims by the Principal is valid only if it is declared expressly and in writing. The acceptance or approval by the Principal of samples or specimens presented does not constitute a waiver of warranty claims.

7. Subcontractors

The deployment of third parties (especially subcontractors) for performance of the contract and the replacement of such third parties is subject to the prior written consent of the Principal. If the Contractor intends to deploy such third parties from the outset, it shall inform the Principal accordingly in its offer.

8. Statutory Minimum Wage and Ban on Unlawful Employment

8.1 The Contractor shall ensure that the personnel it, its subcontractor or personnel service provider deploys for the performance of contracts with the Principal receive the statutory minimum wage according to the German Minimum Wage Act (MiLoG) and/or at least the minimum hourly wage based on the legal regulation enacted under Sec. 3a, German Law on Supplying Temporary Workers (AÜG), or if the performance to be provided lies within the scope of application of the German Law on Secondment of Workers (AEntG), the relevant minimum wage prescribed for the industry in each case. The Contractor shall likewise ensure that mandatory obligations to pay contributions to social security bodies, trade associations and other institutions like the common institutions of parties to collective bargaining agreements as mentioned in Sec. 8 of the German Law on Secondment of Workers (AEntG), are met.

8.2 The Contractor is liable to the Principal for damage sustained by the Principal owing to culpable failure to meet the obligations set out in Clause 8.1. Should legitimate claims be made against the Principal by a third party owing to culpable failure to meet the obligations set out in Clause 8.1, the Contractor shall indemnify the Principal on first demand. The Principal is also entitled to give notice of termination with immediate effect for good cause in case of culpable failure to meet the obligations set out in Clause 8.1.

9. Liability and Insurance

9.1 Unless otherwise regulated in these Standard Terms of Purchase, the Contractor is liable in accordance with the statutory provisions.

9.2 The Contractor shall maintain adequate liability insurance at its own expense for damage for which it, its vicarious agents and persons employed for the performance of its obligations are responsible. The contractual and statutory liability of the Contractor shall remain unaffected by the scope and amount of its insurance coverage. The Principal is entitled to require the Contractor to present proof of such insurance.

9.3 Insofar as the Contractor performs work at plant premises of the Principal in performance of the contract, it shall take all necessary precautions so as to avoid damage to persons and property and shall observe existing rules of the Principal relating to the plant premises.

9.4 The Principal is liable for damages - no matter on what legal grounds - in case of intent or gross negligence within the context of liability for fault. In case of ordinary negligence, subject to statutory limitations on liability, the Principal shall only be liable (i) for damage resulting from injury to life, limb or health and (ii) for damage resulting from a breach of a material contractual obligation (an obligation the fulfilment of which enables proper performance of the contract in the first place and on the fulfilment of which the contracting partner generally relies and is entitled to rely); in that case, however, our liability is limited to compensation for typical, foreseeable damage.

10. Invoice and Payment

10.1 Unless otherwise agreed, payment of invoices shall be made at the Principal's discretion either within 14 days with a 3% early payment discount or otherwise without any deduction. Unless otherwise agreed, payment deadlines shall run as of receipt of the invoices corresponding to the requirements set out below and/or as of the date on which the credit advice is issued in credit advice procedures.

10.2 The agreed prices are to be understood as net prices plus VAT payable at the statutory rate. Verifiable invoices consistent with the statutory requirements and indicating the Principal's order number shall be issued for the deliveries and performance provided. The invoices have to be structured analogously to the information contained in the order, i.e. have to correspond to the specification of performance, the price, quantity, and itemization sequence in the order. If the parties have agreed on the credit advice procedure, the Contractor shall provide all data required in this respect.

10.3 Down payments shall only be made if they are contractually agreed or if the Contractor requires such payments based on a statutory provision and furnishes corresponding collateral. The collateral shall be furnished under German law by way of a directly enforceable guarantee provided by a financial institution or credit insurance company with its registered office in the EU.

10.4 Payments made do not entail acceptance of terms and prices mentioned on the invoice; the Principal's rights based on defective delivery and/or performance as well as its rights of inspection shall remain unaffected.

11. Transfer of Contract, Set-Off and Retention

11.1 The Principal may transfer the rights and obligations under the contract with the Contractor to Progroup AG with its registered office in Landau/Palatinate or to an affiliate of the Progroup AG according to Sec. 15 et seq. of the German Stock Corporation Act (AktG), without the Contractor's prior consent. The Contractor may transfer the rights and obligations under the contract with the Principal to third parties solely with the prior written consent of the Principal.

11.2 The Contractor may only make a set-off on the basis of undisputed claims or claims that have been established by final judgment. The Contractor has a right of retention only if the claim for which the right of retention is being asserted originates from the same contractual relationship.

12. Termination and Withdrawal

12.1 Unless otherwise agreed in an individual contract, the Principal is entitled to issue notice of ordinary termination or to withdraw from the contract according to the statutory provisions.

12.2 Each contracting party is entitled to terminate with immediate effect for good cause if the statutory requirements are met. Furthermore, there is also good cause for termination by the Principal if (i) the Contractor fails to rectify a breach of duties within a long-term contractual relationship within a reasonable deadline set by the Principal with threat of termination, or (ii) the relationship of trust has been severely harmed by post-contractual circumstances (e.g. criminal or minor offences committed or failure to pay social security contributions or taxes by the Contractor), or (iii) the Contractor's financial situation has deteriorated considerably so that performance of the contract is jeopardized.

12.3 In case of notice of termination under Clause 12.2, the Principal shall pay for performance provenly provided in accordance with the contract up to the date of notice of termination, against production of supporting documents. Payments already made by the Principal shall be deducted and shall be reimbursed in case of over-payment. Other rights and claims of the Principal provided for by law, in particular claims for damages, shall remain unaffected.

12.4 In case of termination or withdrawal, the Contractor shall return to the Principal any documents received from the latter within the context of the contractual cooperation.

13. Certification, Sustainability, Statutory Provisions, Supply Chain Due Diligence Act, Safety in the Delivery Chain

13.1 The Principal manufactures economically, socially and ecologically sustainably produced products and has various certifications in this respect. The Contractor agrees to ensure and grant the Principal and the relevant certification offices access to its documents, sites and premises to the extent necessary at any time - especially where this becomes necessary within the context of presenting proof of the conformity of the Principal's products to the certification office or Assurance Services International. The Contractor also agrees to document as transparently as possible and make available all information concerning the contractual goods that is required for the certification process and upholding of the Principal's certificates, especially regarding the origin of paper/wood, the chain of delivery and the mixture risk. The Contractor may demand the certifications held by the Principal from

General Terms and Conditions of Purchase of Progroup AG

the Principal at any time and may also download various certificates on the Principal's website.

13.2 The Principal operates systematic energy and environmental management for the consistent improvement of energy efficiency and in this respect holds several certificates which are listed individually on its website. When purchasing products and selecting suppliers, the Principal therefore pays particular attention to the objectives of improving energy efficiency and environmental compatibility.

The Contractor shall take account of the objectives of energy efficiency and environmental compatibility when providing its deliveries and performance. The machinery and facilities to be delivered as well as their components have to demonstrate the highest possible energy efficiency and useful life. As regards energy consumption, energy use, energy efficiency and useful life, the requirements of DIN EN ISO 50001 at least have to be observed by the Contractor. At the Principal's request the Contractor shall provide data sheets for evaluation of energy efficiency. The Contractor is also obliged to actively inform the Principal about more energy efficient alternative products. Insofar as employees of the Contractor perform energy-relevant activities at the Principal, the Contractor shall inform such employees about the requirements of the energy management system according to DIN EN ISO 50001.

13.3 The Principal is obliged, in its supply chains according to the German Act on Corporate Due Diligence Obligations for the Prevention of Human Rights Violations in Supply Chains (Lieferkettensorgfaltspflichtengesetz – "LkSG") to comply with certain human rights and environmental due diligence obligations. The Contractor undertakes to respect the Principal's human rights strategy and the legal positions set out in the LkSG. Moreover, the Contractor agrees to comply with the relevant statutory provisions on the treatment of employees, environmental protection and safety at work, and shall endeavour to reduce the detrimental effects of its activities on humans and the environment. The Contractor shall in particular comply with internationally acknowledged social standards as well as internationally acknowledged fundamental standards as regards human rights, safety at work, health and environmental protection, labour rights and responsible industrial management, and shall also ensure that its subcontractors comply with the relevant standards. Should the Contractor breach the above-mentioned obligations and standards severely and/or repeatedly and/or despite a corresponding warning notice, or should it act unlawfully and fail to prove that the violation was cured as far as possible and that appropriate precautions were taken to avoid violations in future, the Principal shall be entitled to withdraw from or terminate existing contracts with immediate effect for good cause.

13.4 The Contractor shall cooperate with the Principal to fulfil the above-mentioned obligations and shall provide the Principal with the documents necessary to fulfil its obligations under the LkSG. The Contractor or its authorised representative is also entitled, on the basis of a risk-based approach, to carry out checks after appropriate advance notice and to the extent necessary. This includes in particular the possibility of additional information and audits, as well as the inspection of the Contractor's production facilities to verify the information provided by the Contractor. If the Principal discovers any irregularities in the production conditions or other violations of applicable law or the obligations and standards specified in 13.3, the Contractor shall take appropriate measures without delay.

13.5 The Contractor shall notify the Principal promptly about violations of statutory provisions that occur during the cooperation with the Principal or that affect the deliveries and performance owed by the Contractor. This applies irrespective of whether the violations are caused by employees or vicarious agents of the Contractor or of the Principal. Notification shall be provided to the competent representative bodies or via the confidential [whistleblower system](#) set up by the Principal.

13.6 The Contractor shall institute the necessary and appropriate organizational directives and measures, especially in the areas of security services, safety of business partners, personnel and information, packaging and transport, in order to ensure safety in the chain of delivery. The Contractor shall protect its deliveries and performance for the Principal or for third parties designated by the Principal against unauthorized interference and manipulation. The Contractor shall solely deploy reliable personnel for such deliveries and performance, and shall impose an obligation on any subcontractors to take corresponding measures. At the Principal's request, the Contractor shall present proof of protection of the chain of delivery by way of corresponding certificates or declarations.

14. Origin of Goods

14.1 The Contractor shall state the non-preferential origin of the goods (country of origin) in commercial papers. At the Principal's request, the Contractor shall provide a certificate of origin about the (preferential) origin of the goods.

14.2 The goods shall satisfy the origin requirements in bi- or multilateral preferential trade arrangements or the unilateral origin requirements of the Generalized System of Preferences

for benefitting countries (GSP) insofar as the deliveries take place within the context of such trade in goods.

15. Confidentiality and Use Rights

15.1 Any and all documents made available to the Contractor by the Principal shall remain the property of the latter. Such documents shall be returned at the Principal's request; a corresponding right of retention on the part of the Contractor is excluded.

15.2 Subject to statutory, court or official disclosure obligations, the Contractor agrees to keep secret all information and documents it obtains within the context of the contract - irrespective of the medium and irrespective of whether they are designated as being confidential - ("Confidential Information"), and shall refrain from exploiting such Information commercially or from making it the object of industrial or intellectual property rights. Confidential Information may be used and communicated solely for the purpose of performance of the contract. The above-mentioned confidentiality obligation applies for a period of ten (10) years after the contract ends. The Contractor shall ensure that a corresponding confidentiality obligation is imposed on the vicarious agents it deploys for performance of the contract.

15.3 Information that was already in the lawful possession of the Contractor, that is common knowledge or that had been lawfully obtained by third parties at the time it was made available by the Principal, is not confidential. Information disclosed to persons who are subject to a statutory confidentiality obligation is also exempted from the above-mentioned confidentiality obligation; in this respect, the Contractor agrees not to release such persons from their confidentiality obligation.

15.4 The Contractor shall take all necessary and appropriate measures to protect the Confidential Information obtained against loss and unauthorized access. The Contractor shall inform the Principal promptly in writing in case of a loss of or unauthorized access to Confidential Information at the Contractor's.

15.5 The Contractor grants the Principal an unreserved, transferrable ordinary use right to all contractual documents in all known media forms, for the contractually required purposes. The Principal shall also receive an exclusive use right for work results prepared individually for the Principal.

16. Data Protection

16.1 Where the Principal makes personal data available to the Contractor within the context of performance of the contract, without the Contractor being a processor, the statutory provisions shall apply. This means that as a matter of principle such personal data may only be processed insofar and as long as is necessary for the purpose of performing the contract. Over and above its statutory obligations, the Contractor shall inform the Principal promptly about a breach of the protection of personal data that the Principal has transferred to the Contractor.

16.2 If the processing of personal data is commissioned by the Principal, the parties shall enter into an agreement on commissioned data processing in accordance with the statutory requirements.

17. Ban on Advertising, Safeguard Clause, Written Form, Applicable Law, Venue

17.1 The Contractor may only refer to the existing business relationship with the Principal with the latter's prior written consent or insofar as it is indispensable for performance of the contract.

17.2 The invalidity or unenforceability of a provision of the contract, in whole or in part, shall not affect the continued validity or continuation of the contract.

17.3 This contract is governed by the law of the Federal Republic of Germany to the exclusion of (i) the UN CISG of 11 April 1980 and (ii) the conflict-of-law rules applicable in Germany.

17.4 Place of exclusive jurisdiction is Landau in der Pfalz, Germany.